



**BYLAW NO. 404/20
STRASBOURG RECREATION CENTRE FINANCIAL ASSISTANCE BYLAW**

**A BYLAW OF THE TOWN OF STRASBOURG, IN THE PROVINCE OF SASKATCHEWAN,
TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH THE
STRASBOURG & COMMUNITY RECREATION CENTRE FOR THE PURPOSE OF
PROVIDING FINANCIAL ASSISTANCE**

The Council of the Town of Strasbourg in the Province of Saskatchewan, under the provisions of Subsection 181(2) of *The Municipalities Act*, enacts as follows:

1. DEFINITIONS

1.1 In this Bylaw:

- a. **Administrator** - The person appointed as Administrator pursuant to Section 111 of *The Municipalities Act*.
- b. **Borrower** - The Strasbourg & Community Recreation Centre.
- c. **Council** - The Mayor and Councillors of the Town elected pursuant to the provisions of *The Local Government Election Act, 2015*.
- d. **Mayor** - The Council member duly elected in the Town as the Mayor in accordance with *The Local Government Election Act, 2015*.
- e. **Town** - The Town of Strasbourg.

2. AGREEMENT

2.1 The Town is hereby authorized to enter into an agreement with the Borrower for the purpose of providing financial assistance.

2.2 The Mayor and Administrator are hereby authorized to sign and execute the attached Promissory Note, as identified in Schedule "A."

3. LENDING TERMS

3.1 The Council of the Town of Strasbourg hereby authorizes a loan in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in Canadian currency to the Borrower, a non-profit organization as described in Clause 152(1)(f) of *The Municipalities Act*.

3.2 Said funds shall be used for repair and replacement of roof on both the curling rink and hockey rink at the Strasbourg & Community Recreation Centre located on Parcel C, Plan 101429697 or 301 Erickson Road in Strasbourg, Saskatchewan.

3.3 The loan shall be for a term of eleven (11) years, bearing no interest rate. Year One (1) will begin at the signing of this Agreement. Payments shall be as follows:

Year One (payable July 1, 2021)	-	FIFTY THOUSAND DOLLARS (\$50,000.00)
Year Two (payable July 1, 2022)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Three (payable July 1, 2023)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Four (payable July 1, 2024)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Five (payable July 1, 2025)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Six (payable July 1, 2026)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Seven (payable July 1, 2027)	-	FIVE THOUSAND DOLLARS (\$5,000.00)

- Year Eight (payable July 1, 2028) - FIVE THOUSAND DOLLARS (\$5,000.00)
- Year Nine (payable July 1, 2029) - FIVE THOUSAND DOLLARS (\$5,000.00)
- Year Ten (payable July 1, 2030) - FIVE THOUSAND DOLLARS (\$5,000.00)
- Year Eleven (payable July 1, 2031) - FIVE THOUSAND DOLLARS (\$5,000.00)

3.4 It is expected and highly encouraged that this loan will be paid back sooner than eleven (11) years.

3.5 The Borrower must supply the Town with an approved and mutually agreed upon business plan indicating how the loan will be paid back to the Town no later than November 30, 2020.

4. TOWN REQUIREMENTS

4.1 The source of the funds to be loaned by the Town shall be drawn from the Recreation Centre Reserve. All payments shall be returned to said Reserve.

4.2 The funds shall not be disbursed until the Borrower's authorized officers have provided the Town with a signed Promissory Note, which is attached hereto as Schedule "A" and forms part of this Bylaw.

4.3 The Town shall disburse the funds directly to the Borrower in one lump sum.

4.4 The Town acknowledges that this loan affects the Town's debt limit.

4.5 In the event of default by the Borrower the Town may reduce future financial assistance to the Borrower.

5. COMING INTO FORCE

5.1 This Bylaw shall come into force and take effect on the final date of passing by Council.



 Mayor *[Signature]*

Jennifer Josephson
 Administrator

Certified to be a true copy of Bylaw No. 404/20 adopted by the Council of the Town of Strasbourg, on the 8th day of July, 2020.

[SEAL]

 Administrator



**SCHEDULE "A" TO BYLAW 404/20
LENDING AGREEMENT WITH
THE STRASBOURG & COMMUNITY RECREATION CENTRE**

PROMISSORY NOTE
(hereinafter referred to as the "Note")

On this 8th day of July _____ 2020, in return for valuable consideration received, the undersigned Borrowers jointly and severally promise to pay the undersigned Lenders the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), interest free, over eleven (11) years.

BETWEEN: The Strasbourg & Community Recreation Centre
P.O. Box 339
Strasbourg, Saskatchewan S0G 4V0
(in this Note referred to as the "Borrowers")

AND

The Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0
(in this Note referred to as the "Lenders")

1. TERMS OF REPAYMENT

Starting on July 1, 2021 and continuing until the principal balance of this Note has been repaid in full, on July 1 of each year, the Borrowers shall pay the following:

Year One (payable July 1, 2021)	-	FIFTY THOUSAND DOLLARS (\$50,000.00)
Year Two (payable July 1, 2022)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Three (payable July 1, 2023)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Four (payable July 1, 2024)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Five (payable July 1, 2025)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Six (payable July 1, 2026)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Seven (payable July 1, 2027)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Eight (payable July 1, 2028)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Nine (payable July 1, 2029)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Ten (payable July 1, 2030)	-	FIVE THOUSAND DOLLARS (\$5,000.00)
Year Eleven (payable July 1, 2031)	-	FIVE THOUSAND DOLLARS (\$5,000.00)

2. BUSINESS PLAN

The Borrowers must supply the Lenders with an approved and mutually agreed upon business plan indicating how the loan will be paid back to the Lenders no later than November 30, 2020.

3. PLACE OF PAYMENT

All payments due under this Note shall be made at the Town of Strasbourg Administration Office, #1-200 Mountain Street, Strasbourg, Saskatchewan, S0G 4V0.

4. PREPAYMENT

It is expected and highly encouraged that this loan will be paid back sooner than eleven (11) years.

5. DEFAULT

In the event of default, the Borrowers agree to pay all costs and expenses incurred by the Lenders, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should be collected be referred to a collection agency.

6. ACCELERATION OF DEBT

In the event that the Borrowers fail to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage, or lien granted as collateral security for this Note, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

7. MODIFICATION

No modification or waiver of any of the terms of this Note shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

8. TRANSFER OF THE NOTE

The Borrowers hereby waive any notice of the transfer of this Note by the Lenders or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

9. SEVERABILITY OF PROVISIONS

In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

10. CHOICE OF LAW

All terms and conditions of this Note shall be interpreted under the laws of the Province of Saskatchewan.

11. AUTHORIZATION

We, the undersigned, hereby declare that the Borrowers and Lenders have been duly authorized to enter into this agreement on behalf of each respective organization.

Signed this 8th day of July, 2020

For the Strasbourg & Community Recreation Centre



Board Member



Board Member

Signed this 8th day of July, 2020

For the Town of Strasbourg

Mayor

Jennifer Josephson

Administrator

